REFUSE SUBSTITUTES. CENUINE HAS BUFF WRAPPER AROUND BOTTLE, MADE ONLY BY POND'S EXTRACT CO .. 76 FIFTH AVE., NEW YORK

Do you know that a little cough is a dangerou thing? Are you aware that it often fastens on the ends in Death? People suffering from Asthma, Bronchitis, Pneumonia and Consumption will all

nt Croup, relieve Asthma and cure Consumption if taken You can't afford to be without it." A 25 cent bottle may save you -may save your life! Ask your druggist for it, or write H. HOOKER & Co., 46 West Broadway, New York, for book.

CITY NATIONAL BANK. Wichita Fells, Fox. A general banking business in all its branches Capital, 550,000. Collections made on all Panhandle points.

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Capital, \$300,000. Surplus, \$60,000. Safety Deposit Boxes, Fire and Burglar Proof, for Rent.

part as J. Q. Sandicke, J. C. McCarthy, C. M. Crane, T. T. D. Andrews, Chas. Scheuber, Railber, R. D. TeAndry, T. R. Sandidge, A. W. Caswell, J. J. Roche, Martin Casey. M. B. LOYD, President. D. C. BENNETT, Vice-Prozident.

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THE FORT WORTH NATIONAL BANK with different railways, same being for the option of the capital. Appliant catered into bond with the city conditioned (Successors to Tidball, VanZandt & Co., Fort W.

Capital Stock Paid Up, \$500,000. Surplus Forthern banking business transfer Collections made and promptly rendered and principal Collections. Business of the principal of Collections. Surplus Fund, \$50,000.

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WORTH TEXAS. repoyated, and under the new management made the best

G. D. HODGES, Formerly with the Leland, N. Y., MANAGER.

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GEO. C. HUDGINS, Manager.

On May 1st we will begin closing our Jewelry Store at 7 o'clock p. m., and will continue to do so through the summer months. Would be glad to have our pateons note this, so our closing will not inconvenience those wishing to inspect goods or get their repair work. Come early—our goods show up best in daylight. Very respect-

N. B.—We continue to lead in Fine Diamonds, Watches, Jewelry, Art Goods, Low Prices, Etc.

OUR SOUVENIR SPOONS are BEAUTIES SCHEUBER & CO.,

And Bottlers of Phil Best's Milwaukee Beer.

THE HIGHER COURTS.

Decisions Rendered at the Present Austin Sitting.

SUPREME COURT CASES.

Supreme Court Findings-Hon. John W. Stayton, Chief Justice: R. R. Gaines and John L. Henry, Associate Judges-Chas. S. Morse, Clerk.

Texas Trunk Railway vs. W. H. Lewis et al.; from Dallas. This suit was brought by appellant to restrain appellee Lewis as sheriff of Dallas county from levying a writ of attachment on the road bed, track, writ of attachment on the road bear, etc., etc., of appellant company. The petition and prayer for injunction were based on the ground that at the time of the levy on the ground was in custodia legis. The the property was in custodia legis. attachment it appears was levied after the appointment of a receiver, but before he and qualified the injunction was denied. Held: I. If there could be a validation of a levy made on property while in custody of the law by a subsequent dismissal of the suit, through which the custody was in-voked and granted, a proposition which we do not wish to be understood to assert, this would not under the freets sustain anthis would not, under the facts, sustain appellee's claim, for before the suit in which the receiver was originally appointed was dismissed, the caurt had assumed the cusdismissed, the caurt had assumed the custody of the property, appointed another receiver and had caused the property to be sold and had confirmed that sale. The rights of purchasers at that sale had attached and no lien could be made to attach to the property after their purchase which did not rest upon it.at the time the suit was instituted under which they bought. 2. The authorities go far towards holding that property, over which a receivership is sought, is in custody of the law from the time a bill, even though defective, is filed presenting a controversy over which the court has jurisdiction and asking the the court has jurisdiction and asking the court to assume custody of the property. There is a manifest propriety, if not necessity, for holding that the court which first acquires jurisdiction over a controversy, should maintain it undisturbed by the interference of any other court of co-ordinat jurisdiction, and there is much force in the proposition that its jurisdiction over the thing to which the controversy relates should not be interfered with in any case in which the custody of the thing is necessary to the full adjustment of the rights of the parties to the controversy. 3. We understand the courts to hold, almost without dissent, that after the appointment of a resize the property to which the property. dissent, that after the appointment of a re-ceiver, the property to which the receiver-ship relates is to be deemed in the custody of the law, and this seems to us the correct rule. [2 Sandford ch., 505; 25 N. Y., 406; 68 N.C. 400; 5 Sandford, 610; 67 Mo., 315.] The judgment of the court below is reversed and here rendered enjoining the sale of the property as prayed for in the court below by appellant. So ordered. Stayton, C. J.

Abner Taylor vs. D. C. Dunn et al.; from Travis. Appellant had a contract with the state to build the present state capital, and asked and obtained permission to construct a railway on and over certain streets in the city of Austin connecting with different railways same being for the hat he would keep the street crossings in epair, and that after the capital was com-deted the track, together with the rubbish. pleted the track, together with the rubush, etc., should be removed. Appellant after the track was constructed and the capital begun made a sub-contract with Gus Wilke, by which Wilke was to furnish material and complete the capital building, it being stipulated that Wilke was to have full use of the said railread, cars, etc. it being stipulated that Wilke was to have full use of the said railroad, cars, etc. Wilke also obtained permission of the city to lay additional track for the same purpose. In the contract between appellant and Wilke, the latter bound himself to hold the former free from all damage that might occur by reason of the operation of trains on said road, and to comply with the ordinances of the city relative thereto. Mrs. Dunn, the wife of appellee, was injured by the negligence of the employes of Wilke while operating a train on said road. Dunn brought this suit and recovered. There is no claim that the injury was caused from the negligent construction of the road. Held 1. Under the facts to fix the road. Held 1. Under the facts to fix liability on Taylor it must be shown either that he placed the railway in the street without authority, and that from its nature and the use to which it was applied it was a nuisance, and he therefore liable although n nuisance, and he therefore liable although the injury occurred while it was operated by Wilke, or that he is liable under con-tract growing out of the ordinance under which he constructed the road, or out of the bond which he executed. 2. Appellant had not the right to use the particular streets or any others for the purpose for which he did use them without the consent of the municipal authorities, and the latter had the power to legally permit appellant to use them for the contemplated purpose sections as this was necessary. 3. If Taylor co long as this was necessary. 3. If Taylor and not have the right to make the transfer to Wilke under the ordinance then there to Wilke under the ordinance then there can be no doubt but that the subsequent ordinance passed at request of Wilke as a contractor, would confer upon him the right to use the railway in the contemplated work, and thus operate as a ratification of the contract between appellant and Wilke. 4. We think that part of the ordinance which declared that appellant should be responsible to "all pershould be responsible to "an persons for any damage or injury
that may result to him or them
or their property from the construction,
use and maintaining said railroad," was
evidently inserted for the purpose of avoiding all controversy as to the primary liabilties appellent for such interies, as might ing all controversy as to the primary liability of appellant for such injuries as might result from the construction and maintenance of the railroad, and not for the purpose of conferring on individuals causes of action against appellant which they would not otherwise have. We think the ordinance was only intended to secure indemnity to the city of Austin, and that it cannot confer any benefit as to individuals and third parties.—[79 Jowa, 419; 1 New York, 48; 99 Missouri,357, 15 With the highest respect for the opinions of the United States supreme court, always distinguished for the ability and learning of its judges, we cannot agree to a contrary doctrine laid the ability and learning of its judges, we cannot agree to a contrary doctrine laid down in 16 Wall, 566, but must dissent and hold that it was a contract for the indemnification of the city, and not intended by the parties to it as a contract for the benefit of individuals on which a person injured by the negligence of a contractor or his em-ployes might maintain an action. Resolved and rendered for the appellant. STATTON, C. J.

H. Kempner vs. Hattie Rosenthal; from Cooke. 1. Goldstein & Melosky were insolvent and indebted to both appellee and appellant. The title to the land in controversy was in Melosky of said firm, who save his partner, Goldstein, a power of attorney to sell it. Appellee was a non-resident and her claim was in the hands of an appear to collection, who, without her agent for collection, who, without her knowledge, agreed to take a conveyance of the land in satisfaction of her debt. Before the deed to appellee was recorded and be-fore she ratified the act of her agent in ac-cepting the land in satisfaction of her debt, pellant levied an attachment on the land. This suit is by appellant to remove cloud from his title. Held: 1. The charge as to the construction to be given the power of from his title. Held: 1. The charge as to the construction to be given the power of attorney was expressed somewhat obscurely, yet we do not doubt that the jury were mislead, or failed to get a correct impression of their duty. 2. The general rule is that the ratification of an agent relates back to the time of the act. This rule is operative between the parties to the transaction, but it cannot be applied so as to defeat the intervening rights of other persons. [67] Tex. 431.] At the time of the levy of appellant's attachment, appellee had not ratified the act of her agent and was not bound to abide by the result. She could, up to the time of ratification, have collected her debt, and she could not enjoy that right and at the same time own the land. 3. It was competent to prove by parol testimony that while the land was deeded to Melosky.

it was the partnership property of Gold-stein & Meolsky. While the legal title was in one of the partners it was competent to prove that the equitable title was in the firm. The admission of testimony was not violation of the agreement that Melosky should be the common source of title. Re-versed and remanded. Henry, J.

Wichita Land and Cattle company vs. the

State: from Archer. Suit by the state to set aside sale of certain sections of school lands upon the ground that they were purchased by the company, a private corpora-tion, in violation of that provision of the act of April 19, 1883, which prohibits the acquisition of more than one section by a acquisition of more than one section by a corporation in any one county. While parties purchased the land and afterwards conveyed to appellant, and the theory of the state was that this was a preconcerted arrangement. Held: 1. The court did not err in charging that "the burden of proof is upon the plaintiff to prove by a preponderance of the testimony every material allegation in the petition and its right to recover." 2. Kequested instructions not warranted by the evidence were properly refused. 3. Evidence conflicting but supporting the judgment, and we cannot reverse on that ground. 4. While limitation of one year applies to this case of cases, it must be construed to mean one year from that date of the discovery of fraud, or when it might have been discovfrand, or when it might have been discovered by the state [73 Tex., 450]. Affirmed.

Gaines, J.
W. A. Clark et al. vs. John Adams; from Milam. Trespass to try title. 1. A possession and claim of land under an executory session and claim of land under an executory contract of purchase, is not such an adverse possession as if continued for the requisite period will bar an entry within the statute of limitation, and especially it is in no sense adverse to the one with whom the contract was made. The vendee's possession cannot avail him for protection under the statute of limitation, for until payment under an executory contract for the sale of land, the statute will not run in his favor. [44 Tex., 144: 12 Tex., 1971 A mismed. Henry, J. 144; 12 Tex., 197.] Affirmed. Henry, J.

Fred Carleton et al. vs. C. Lombardi; from Williamson. Motion to withdraw from commission of appeals. 1. The cause having been argued before the court, motion to withdraw will be granted. Per curiam.

J. P. Smith et al. vs. J. W. Wilson, Motion for certiorari, 1. The motion shows proper grounds and will be granted. shows proper grounds and So ordered. Per curiam.

CANYON CITY.

The County Seat of Handall Beautiful Town Site-Rich, Alluvial and Fertile Soil.

CANYON CITY, TEX., May 6.—Canyon City is the county seat of Randall county and is twenty miles south of Amarillo on the Clisbee daily stage line. There are many thrilling towns on the plains but nature seems to have lavished her favors on the site openied by Canyon City. site occupied by Canyon City.

The plains are generally considered, by those who have never visited them, to be a

vast expanse of level country without a break of any kind.

The central and south plains are broken

some extent and more of a rolling tha level plain. Canyon City is situated tween the famous Palo Duro and Blanco canons and on running sa water. In these canons are large pools as well as running water, well stocked with fish. Fine cedar and cottonwood grow exlish. Fine cedar and cottonwood grow ex-tensively in these canons. The scenery around Canyon City is magnificent and nature has so formed the great can-ons as to make this a natural railroad and mill center. Owing to the rich soil and favorable climate this is destined to be a great wheat country and the water power in these canons can be utilized in driving the ponderous machinery, of a system of mills and elevators that will of a system of mills and elevators that wi put Minneapolis to shame. The impression formed on engineers and far-seeing men who have visited this locality is that there will be built here, on account of the superior water facilities, a great central city from which will radiate an immense trade, A railyrad will be heading for this town from which will radiate an immense trade. A railroad will be heading for this town side of twelve months, and the more thusiastic claim that cattle will be shipp out of here by rail this fall. Be that as it may, we believe if Col. Morran Jones, president of the Fort Worth and Denver, or the Atchison people should take a trip over this country and see the hundreds of improved quarter sections and the booming and ambitious little cities there would be a lively race for the prize. There is a solid, enter race for the prize. There is a solid, enter prising element here developing this county and town that do not know what failure leans. L. G. Conner, the founder of this little giant, located the section three years ago on which the town is built, and he is now laboring day and night to make it the success nature intended for it. Mr. Con-ner is just completing an elegant hotel building, that would do credit to a much

older and larger town. It will cost \$12,000 when completed and furnished. The house will be ready to open by July 1, and be else a rare opportunity for a good ho will be the most popularesort on the plains on the scenery and romantic car the immediate neighborhes. The house is planned with view to comfort regardless of cost. Among the enterprising firms here that are doing all in their power to develop the country are McGee & Dowlen attorneys and land agents. Judge McGee bears the honors very gracefully of being the first ecunty judge. His law partner, Judge Dowlen, is a timid, modest man, but a rus-

tler from away back when man's mind run-neth not to the contrary. Capt. J. H. Potter, county clerk, goes in the front rank of the rushing element. Stevall, Pope & Co., grocer merchants, who came here from Jackson, Tenn., are good solid business men who engage in all public enterprises. Taylor & Peeler, gen-eral merchants, came here from Vernon and are enterprising men. John Knight, blackare enterprising men. John Knight, black-smith, is always ready for any enterprise looking to the development of the town or county. L. L. Ingram, grocer, is one of those public-spirited men who is always ready, to the extent of his ability, to assist in the upbuilding of the town. Capt. J. A. Cook, W. F. Heller and W. L. Williams are entitled to much credit for the promise of the future of Canyon City and Randall county. A \$2000 school building is under way. They have a neat little \$8000 court-house. Sites have been donated to four different religious denominations for

different religious denominations for church purposes.

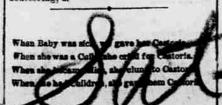
A liberal offer awaits the first denomination or private party who will establish a college here. Special inducements are offered business men who will come here. Sites for business houses and residences will be donated. These people mean business and no more honorable and upright people can be found. There are no land sharks here and you need not fear being sharks here and you need not fear being robbed if you come here. Correspondence addressed to L. G. Conner, McGee & Dow-len or W. L. Williams will receive prompt

A Steel Plant.

BIRMINGHAM, ALA., May 6.—The building of a million-dollar steel plant here has been assured. T. Hillman, vice-president of the Tennessee coal, iron and railway company, and associates are the promoters of the enterprise. The Elyton land company of this city decided to take \$100,000 of stock and prominent local iron men \$400,000 a meeting of the Elyton land company directors to moreover formula matter. rectors to-morrow formal action matter will be taken.

Mays Elected Senator

Tallahassee, Fla., May 6.—The Alliance men in the legislative caucus pulled down Spear and placed N. S. Mays in nomination. The sixty-first ballot call was: Mays, 58: Long, 1; Bloxham, 1; Spear, 1; scattering, 2. scattering, 2.





You have dry the labor of housework when you have taken up Pearline. You can wash anything with it —you can hert nothing. Little labor, with little Pearline brings big results. There is no excuse for rubbing and scrubbing, when Pearline stands ready to do the work. Many of your friends can tell you about it. You can help yourself with it by helping yourself to it. Never peddled, sra JAMES PYLE, New York.

MANHOOD RESTORED.

SOLD EVERYWHERE.



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SEWANEE, TENN., August 30, 1887.

These fine glasses have been sold through this section for the past quarter of a century. They have been in use daily and have been en-thusiastically praised by hundreds of the best men of the country. Hundreds of thousands have bought them and the demand still in-creases. All eves fitted at the

TRINITY DRUG STORE CO., DALLAS,

J.P. NICKS & Co. FORT WORTH.

KES, Manufacturing Optician ant, 19 Decatur street; Main street, Atlanta, Ga.



or ranteed Cure for Piles of whatever kind of degree—External, Internal, Blind or Bleed-ng, Itching, Chronic, Recent or Hereditary. This Remedy has positively never been known of fall, \$1.00 a box, 6 boxes for \$5.00; sent by mail prepaid on receipt of price. A written Guara-prepaid on receipt of price. A written Guara-tee positively given to cach purchaser of 6 boxes, when purchased at one time, to refund the \$5.00 paid if not cured. Guarantee issued by J. P. Nicks & Co., Druggists, Sole Agents, 511 Main street, Fort Worth, Texas. Sample packages free.



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TEXAS METHODIST DEPOSITORY

AMERICANA OOKSELLERS AND STATIONERS.



Our full line of the following goods in wholesal or retail lots for less money than they can be bought for at the factory.

Liberal Terms Will be Given.

"New Byres" Corn and Cotton Planter Cultivators. Wood and iron frame Harroy

Strowbridge Broadcast Seeders Chicago Screw Pulverizers. Cane Mills and Evaporators.

"Gullett" and other

"Common Sense" Engines and Boilers. Second-hand Engines and Boilers—porta-ble, traction and stationary. "Moline" Wagon Repairs. Horse Powers.

Wire Stretchers "Planet Jun'r" Gardening Tools. Well Casing and Clamps.

W. A. Huffman Implement Co.,

Corner Seventh and Rusk Streets,

- - Fort Worth, Texas.

R. N. HATCHER, Pres. GEO. R. BOWMAN, Sec. JNO. F. MOORE, V.-P. & G. M. T. A. TIDRALE

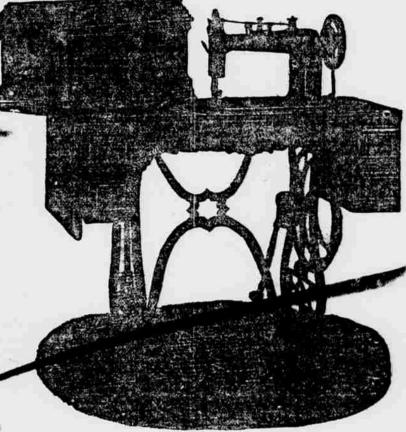
THE MOORE IRON WORKS CO. Fort Work Texas.

quarters of a mile west of city limits on Texas and

At One-Half Price!

High-Arm Singer, the Finest and Best Made Machine of the Singer Pattern in the Market.

Manufactured for the Gazette!



mer, 1 screw driver, 1 oil can and oil, 1 gauge, 1 gauge thumb screw, 1 extra throat plate, check spring, 1 paper needles, 6 bobbins and 1 instruction book. These articles are all included in the price named.

The New and Greatly Improved!

Bear in Mind that These Machines are Thoroughly Made and of First-Class Workmanship.

\$61 FOR ONLY \$24! \$70 FOR ONLY \$33!

OUR OFFER: To every mail subscriber of THE SUNDAY GAZETTE WE Will send the High-Arm Improved Singer and paper one year for \$15, and to every mail subscriber of the Daily Gazette we will send the High-Arm Improved Singer and paper one year for \$33; or, Daily six months and the machine for \$28.50-purchasers pay freight. Weekly Gazerre one year and machine \$24. Every machine warranted for five years. Address all orders and remittances to

GAZETTE, Fort Worth, Texas.

SO MUCH MORL THAN EXPECTED.

VERNON, TEX., March 21, 1891. The Democrat Pub. Co., Fort Worth, Tex.:

GENTLEMEN—The machine came all O. K. It is a good one, so much better

than was looked for at so small a price. It is just as good as my \$45 one, and looks better to-day, and does just as good work as any machine. Thanks for the bargain in it. Good luck to THE GAZETTE. Respectfully yours. ALL THAT IS CLAIMED FOR IT.

Box 65, VERNON, TEX., March 23, 1891.

Democrat Publishing Co., Fort Worth, Tex.: GENTLEMEN—The No. 4. High Arm premium sewing machine was received in good order, and my wife finds it to be all you claim for it, and is quite satisfied that it is equal to any other machine of twice the price you ask for this one. well finished. I am yours E. L. MOURANT. The case, too, is exceedingly handsome and very

AS GOOD AS HIGH-PRICED MACHINES. MOODY, TEX., March 28, 1891

Democrat Pub. Co., Fort Worth: GENTS-The machine I ordered from you arrived safe, and, after a thorough test, my wife says she likes it fully as well as any of the high-priced machines on the market now. Respectfully,

BEYOND HIS EXPECTATIONS. TULIA, TEX., April 6, 1891.

To the Gazette: GENTLEMEN—I received THE GAZETTE machine in good order. It is beyond my expectations in finish, and is simple in construction and convenience. I have shown it to several, and they say it can't be beat.

J. F. SCOTT.

WELL PLEASED WITH IT.

Tolosa, Kaufman County, Tex., April 20, 1891.

To the Gazette: To the Gazette:

SIR—My machine arrived in due time and is all or more than you recommended. My wife is well pleased with the work that it does. Yours respectfully

G. M. PITTMAN